



Revision number: 1

Purchasing Agent: Nancy Orton

Item: Printing of Two to Five Part Forms

Vendor: 10189I A Moore North America
 135 S Lasalle Dept 4904
 Chicago IL 60674-4904

Internet Homepage: www.moore.com

Telephone: (801) 322-4800

Fax number:

Contact: Jeff Stevens

Email address: jeff.stevens@email.moore.com

Brand/trade name: Moore Business forms

Price: See price list

Terms: Net 30

Effective dates: 01/17/01 through 01/16/03 - Two (1) year renewals

Days required for delivery: 2 to 3 weeks

Price guarantee period: Six Months

Minimum order: 1000 Forms

Min shipment without charges: 1,000 Forms

Other conditions:

PLEASE NOTE REMIT TO ADDRESS CHANGED AND VENDOR NUMBER.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.

**TWO TO FIVE PART FORMS**

This is a statewide contract to provide two to five part forms, snapout, for use on various equipment (including laser print applications) by state agencies and political subdivisions.

The following sizes and types of multiple part forms utilizing plain and carbonless paper are included under this contract:

SIZES: 8 1/2" x 11"	snapout
8 1/2" x 14"	snapout
8 1/2" x 5 1/2"	snapout

Any custom form which is not within the scope of this contract either because of size and/or construction may be bid separately to agencies or added to this contract. Price quoted to agency must be at the same rate of discount as forms.

TERM:

The term of this contract is: January 17, 2001, with an expiration date of January 16, 2003, and will have the option to renew for up to two additional years.

ORDERS & MINIMUM QUANTITIES:

All orders will be routed from requesting agency directly to the contractor on an order form provided by contractor. The contractor is responsible for promptly returning all orders that are not covered by the specifications of this contract.

The minimum order is 1000 forms.

MULTI AGENCY ORDERS:

Contractor will be required to group all orders with similar print requirements together that are received from different State agencies within a reasonable period of time at a volume price discount. All orders received the first business day of the month that are similar in nature will be grouped together for a total quantity price.

DELIVERY:

The finished forms must be delivered to the location specified on the agency order form within the number of days authorized by this contract. Delivery or transportation expenses are the responsibility of the contractor.

Contractor must have the capability to deliver orders to a specific office within a building where State agency is located.

Delivery time will be between the hours of 8:00 AM and 5:00 PM, Monday through Friday (except State holidays). A 24 hour notice prior to delivery will be required.

The maximum number of days required to complete agency order will be 30 days. This includes art/proof time, print time and delivery. Note: The time proofs are in Agency's possession will not count as production time. Agency will normally hold proof no longer than 3 days. If art is complex, an extension to time may be requested.

If the contractor exceeds the delivery time for a normal delivery, the contractor may be charged late charges.



Liquidated damages imposed by the State against the contractor for failure to meet delivery schedule will be 2% of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond its control such as Acts of God, national emergency, strikes or fire. The State will assess penalties for late delivery in all cases except those that relate to causes beyond the contractor's control. The contractor must notify the ordering agency, in writing, on a timely basis, of such developments stating reason, justification and extent of delay.

RUSH ORDERS:

If a State Agency requires delivery of an order that is less than the prescribed time outlined in the contract, the contractor will make every effort to manufacture rush orders as necessary. The rush delivery date will be negotiated between the ordering agency and contractor.

CANCELLATION OF AN ORDER:

If a State agency cancels an order, the contractor will be compensated for all materials used and all work completed on the order prior to request for cancellation under pricing provisions specified herein. The ordering agency shall notify the contractor at the earliest possible moment of its intent to request cancellation.

Contractor will be required to document in writing to agency, all materials used and work completed at point of cancellation.

OBLIGATIONS OF CONTRACTOR:

The contractor must have available a local representative who can provide State agencies with technical assistance when requested. The contractor must assist the ordering agency with suggestions for design and layout of forms in the most efficient manner to the State i.e. cost and time savings. This representative must be able to help diagnose and solve problems with equipment operation which may be related to the use of forms produced under this contract. This representative is to be available within 1 working day after notification.

If at any time it is learned that the contractor has intentionally directed the agency in a matter which has unnecessarily cost the agency and the State additional money, the contract may be cancelled and the contractor may be suspended or debarred from doing further business with the State.

ACKNOWLEDGMENTS AND COST QUOTATION:

An agency may request a cost quotation from the contractor prior to placing the order into production. Contractor must answer the request verbally or in writing within 3 working days. The agency must then issue written acceptance of cost to the contractor. Written acceptance from the agency may be in the form of a purchase order/order form including the price or as a letter confirming the purchase order number already sent to contractor and verifying the cost. Contractor should not begin work on any purchase order requesting statement of cost without written authorization from agency. Delivery time will not begin until contractor receives written authorization from agency.

QUALITY:

The printing and workmanship of all forms furnished under this contract must be of "first class" quality. First class shall include but not be limited to:

1) Colors are strong and not faded, 2) printing is sharp and in register, 3) trims square, dimensions vary plus or minus 1/32 inch.



All material and operation such as printing, collating, punching, perforating, registration, joining, splicing, paper, etc. shall be of such quality as to ensure satisfactory operation on the type of equipment and for the usage specified by agency.

OVERRUNS/UNDERRUNS:

The overruns/underruns provision in this contract is included as an allowance to provide the contractor with a target with regard to the number of forms required for delivery on a specific order. Overruns/underruns shipped by the contractor will be subject to the following schedule:

FORMS ORDERED	VARIATION ALLOWED
1,000 through 50,000	10%
50,001 through 100,000	8%
100,001 through 150,000	5%
above 150,001	2%

Any orders issued by the State that specify exact quantity may be charged an additional 2% of the invoice amount.

LIQUIDATED DAMAGES OR PENALTY

All commodities furnished will be subject to inspection and acceptance by the ordering agency after delivery. Failure to meet quality, as specified above, specifications and terms of the contract authorizes the State to cancel this contract or any portion of same. The State will reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20% of the invoice price.

PACKAGING AND LABELING:

Forms must be packaged in corrugated containers of sufficient strength to protect forms from damage during shipping, handling and storage. Internal dimensions of cartons must be approximately 1/16" greater than width and 1/8" greater than length of packed forms so as to assure against damage from bending, curling, shifting, etc. Forms must be packed "face-up". Numbered forms must be packaged with beginning number at top of carton and ending number at bottom.

All cartons must be labeled as to: agency name, order number, form title, quantity, agency job #, date of printing, case # of order, vendor name, numbering within, and any other pertinent information.

Cartons should be packaged consistent with industry standards. Individual carton weight should not exceed 50 lbs.

Agencies may require standardized packaging and shipping requirements including carton size, weight, type and barcoding.



Shrinkwrap charges are based on the following quantities:

Shrinkwrapped in quantities of 100	\$4.90/per M
Shrinkwrapped in quantities of 250	\$1.95/per M
Shrinkwrapped in quantities of 500	\$1.00/per M

PAPER: Carbonless - recycled
Plain Paper - recycled

PAPER STOCK: Base price for multipart forms will be for paper in the 15 lb. to 18 lb. range or an approved equal with agencies choice of black or blue image on transfer. Agencies may have additional requirements for paper, contact contractor representative for options available and contract prices.

TWO PART

- Snapout: White CB/15 lb.
Canary CF/15 lb.

THREE PART

- Snapout: White CB/15 lb.
Canary CFB/15 lb.
Pink CF/15 lb.

FOUR PART

- Snapout: White CB/15 lb.
Canary CFB/15 lb.
Pink CFB/15 lb.
Goldenrod CF/15 lb.

FIVE PART

- Snapout: White CB/15 lb.
Green CFB/15 lb.
Canary CFB/15 lb.
Pink CFB/15 lb.
Goldenrod CF/15 lb.

Recycled paper must meet EPA guidelines as a minimum standard.

INK:

- | | | |
|----|---|--------------------------|
| 1. | 1 color other than black on the face
of one or more parts | \$78 plus \$25per part |
| 2. | 2 colors, black and 1 other color
on the face of one or more parts | \$100 plus \$68 per part |



- | | | |
|----|---|--------------------------|
| 3. | 2 colors, other than black no the face of one or more parts | \$178 plus \$94 per part |
| 4. | 3 colors, black and 2 other colors on the face of one or more parts | \$288 |
| 5. | 1 color other than black or screen on the back of one or more parts | \$110 plus \$37 per part |
| 6. | PMS colors or exact match | \$210 plus \$37 per part |

PLATES:

- | | | |
|----|----------------|-----------|
| 1. | Silvermaster | \$5/flat |
| 2. | Metal/Negative | \$17/flat |

PERFORATIONS:

- | | | |
|----|--|-----------|
| 1. | Horizontal - full width for one perforation in the same position on one or more parts. | \$14/part |
| 2. | Horizontal - not full width for one perforation, same position, on one or more parts. | \$99/part |
| 3. | Vertical - full length for each perforation in the set. | \$47/part |
| 4. | Vertical - not full length (skip perf). | \$70/part |
| 5. | Micro, laser or similar perforation. | \$14/part |

ADDITIONAL FEATURES:

1. NO MISSING NUMBERS ON FORMS \$.65/M
2. BINDING FORMS WITH TRIAD COVER:

	<u>8 1/2" FORMS</u>	<u>5 1/2" FORMS</u>
IN 25'S	\$27.65/M	\$18.20/M
IN 50'S	\$13.85/M	\$10.35/M

PADDING: Incl. Chipboard

Padding in 25's	\$14.35/per M
Padding in 50's	\$12.10/per M
Padding in 100's	\$10.05/per M

PAPER PRICE CHANGE CLAUSE:



All paper prices shall be firm for the first six months of this contract. In the event of an industry wide price increase or decrease in the cost of paper, price adjustments will be allowed in accordance with the following procedures. Any price adjustments will remain firm for a period of not less than ninety (90) days.

The Division of Purchasing will review the price of papers on a continuing basis. In the event the contractor's mill increases prices, the contractor may submit a request for price adjustment. This contract will be tied directly to the Department of Labor's Producer Price Index. Increases will only be allowed when supported by the Producer Price Index statistics. The vendor must present a letter to the Division of Purchasing stating the increase on the particular paper and a list of the new adjusted prices for the contract. If during the term of this contract, the Producer Price Index indicates that the price of any of the papers listed in this contract has decreased, the contractor shall submit a list of the new adjusted prices for the contract. New prices will become effective 10 days after notification, if approved, by the Division of Purchasing.

INK:

Base charges include black in front and agencies choice of black or black screen on the back with crash numbering in red or black ink. The following additional charges shall be allowed for ink colors (unless otherwise specified herein) other than those included in the base price:

Base price includes camera ready artwork or negative provided by agency. Please include cost for the following:

TYPESETTING:	\$46.00/ 6 line \$155.00/page (including backers)
LAYOUT:	NO CHARGE
PROOFS:	NO CHARGE

Base price includes laser printed proofs. Proofs of all forms which are not an exact repeat or not furnished camera ready by agency, are to be furnished to agency for review and approval unless otherwise specified. Contractor should submit a proof any time the probability of error exists.

Both the using agency and the contract holder are responsible for keeping accurate records showing date copy and proofs are delivered and received in order to calculate the final delivery date(s) of the finished product. These records must show the dates proofs are delivered to the using agency and the date(s) they are picked up. When the proofs are returned to the using agency, the contractor will provide a proofing document for the agency to sign indicating if corrections are necessary. The document will show the signature of the person reviewing the document, the date it was reviewed, and the necessary corrections to be made, if any. The contractor will not proceed without this signature. The time proofs are out of the contractor's plant will not count against production time and should not exceed 3 days.

When proofs are submitted to the agency, it will be the agency's responsibility to make the necessary corrections. Additional time to review proofs needed because of vendor errors in setting composition will be counted as production time.

Proofs of camera ready artwork provided by State agencies must be submitted to agency within 5 working days after final submission of order.



Proofs of camera ready artwork provided by vendor must be submitted to agency within 15 working days after submission of order.

Contractor will be responsible for all transportation expenses for delivery/pick up of the proof(s).

Negatives, artwork and dies will become the property of the State of Utah and must be returned to ordering agency upon request. If contractor does not return these items, contractor will be billed for replacement costs.

REPORTING REQUIREMENTS:

As part of this contract, contractors are required to provide reports to the State Purchasing Agent on a quarterly basis including: ordering agency; type of print job; quantity; ordering date; completion date; etc.

ORDER FORMS:

Contractor will be required to develop and provide order forms for State Agencies use when making print orders under the scope of this contract. The State of Utah, Division of Purchasing, Printing Task Force will provide input on order form and reserves the right to approve final draft.

BASE PRICES:

Prices quoted for multipart snapout forms are based on per thousand sets (per/M).

BASE PRICE: 8 1/2" X 11" FORMS, (RECYCLED)

<u>QUANTITY</u>	<u>2 PART</u>	<u>3 PART</u>	<u>4 PART</u>	<u>5 PART</u>
1,000	\$114.08/M	\$170.09/M	\$255.34/M	\$285.15 /M
5,000	\$51.86/M	\$69.83/M	\$104.29/M	\$142.73/M
10,000	\$40.48/M	\$55.90/M	\$84.25/M	\$115.14/M
25,000	\$33.64/M	\$47.55/M	\$72.28/M	\$98.60/M
50,000	\$31.36/M	\$44.76/M	\$69.39/M	\$81.84/M
75,000	\$30.61/M	\$42.74/M	\$58.36/M	\$68.47/M
100,000	\$29.86/M	\$41.04/M	\$57.89/M	\$68.02/M
150,000	\$28.89/M	\$39.96/M	\$56.40/M	\$66.33/M
BACKER CHARGE:	\$65.00/Flat	\$98.00/Flat	\$138.00/Flat	\$196.00/Flat

BASE PRICE: 8 1/2" X 14" FORMS, (RECYCLED)

<u>QUANTITY</u>	<u>2 PART</u>	<u>3 PART</u>	<u>4 PART</u>	<u>5 PART</u>
1,000	\$124.98/M	\$219.12/M	\$249.85/M	\$311.69/M
5,000	\$106.42/M	\$148.71/M	\$178.97/M	\$215.23/M
10,000	\$ 90.62/M	\$121.01/M	\$151.97/M	\$183.37/M



25,000	\$ 75.21/M	\$104.37/M	\$134.11/M	\$158.46/M
50,000	\$ 70.09/M	\$90.46/M	\$104.78/M	\$116.62/M
75,000	\$ 62.50/M	\$75.31/M	\$84.17/M	\$99.09/M
100,000	\$ 55.00/M	\$63.92/M	\$81.95/M	\$97.84/M
150,000	\$ 51.70/M	\$62.13/M	\$77.55/M	\$93.61/M
BACKER CHARGE:	\$93.00/Flat	\$93.00/Flat	\$93.00/Flat	\$93.00/Flat

BASE PRICE: 8 1/2" X 5 1/2" FORMS, (RECYCLED)

<u>QUANTITY</u>	<u>2 PART</u>	<u>3 PART</u>	<u>4 PART</u>	<u>5 PART</u>
1,000	\$73.73/M	\$105.82/M	\$135.96/M	\$168.85/M
5,000	\$50.85/M	\$66.33/M	\$84.64/M	\$121.43/M
10,000	\$38.49/M	\$51.33/M	\$67.41/M	\$95.61/M
25,000	\$31.55/M	\$42.13/M	\$53.08/M	\$74.92/M
50,000	\$28.53/M	\$38.50/M	\$44.08/M	\$55.72/M
75,000	\$27.65/M	\$31.75/M	\$34.21/M	\$46.27/M
100,000	\$24.42/M	\$26.39/M	\$33.86/M	\$45.62/M
150,000	\$23.37/M	\$25.16/M	\$32.88/M	\$43.62/M
BACKER CHARGE:	\$60.00/Flat	\$117.00/Flat	\$157.00/Flat	\$195.00/Flat

FINET COMMODITY CODES

9663600000 - FORMS PRINTING (NOT CONTINUOUS)

9667000000 - OPTICAL SCANNING FORM PRINT

REPORTS

THE CONTRACTOR WILL SUBMIT QUARTERLY REPORTS TO THE STATE PURCHASING AGENT SHOWING QUANTITIES AND DOLLAR VOLUME OF PURCHASES BY EACH STATE AGENCY AND POLITICAL SUBDIVISION. THESE REPORTS WILL BE DUE 10 DAYS AFTER THE CALENDAR QUARTER.